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### **DEED IN TRUST - WARRANTY**

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, Stoneway Homes, Inc. an Illinois corporation of Burbank, IL

Cook of the County of and Illinois State of for and in consideration of the sum of **Dollars** (\$ 10.00 ) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and WARRANT unto CHICAGO TITLE LAND TRUST COMPANY a Corporation of Illinois

Agreement dated December 8, 2015 described real estate situated in Cook Doc#: 1502234050 Fee: \$42.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/22/2015 11:31 AM Pg: 1 of 3

whose address is 10 S. La Salle St., Suite 2750, Chicago, IL 60603, as Trustee under the provisions of a certain Trust 8002366959 and known as Trust Number , the following

County, Illinois to wit:

### SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 423 Carrick Road, Matteson, Illinois 60443

Property Index Numbers 31-15-316-012-0000

together with the tenements and appurtenances the sunto belonging.

TO HAVE AND TO HOLD, the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forting

THE TERMS AND CONDITIONS APPEARING ON PAGE 2 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor afor	esaid has hereunto set hand and seal this// day o
January, 2015.	
STONEWAY HOMES, INC.	
Signature BY:	Signature
Signature Jim Pinšon, President STATE OF   LLINO S )	Signature
3	, a Notary Public in and fo
COUNTY OF COOK ) said County, in the Of Stoneway Homes, Inc.	he State aforesaid, do hereby certify JIM PINSON, Presiden

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposis therein set onto hiding the release and waiver of the right of

My Commission Expires April 16, 2018

GIVEN under my hand and seal this

NOTARY PUBLIC Prepared By:

**BOX 162** 

15016-46

MAIL TO: CHICAGO TITLE LAND TRUST COMPANY 10 S. LASALLE STREET, SUITE 2750 CHICAGO, IL 60603

State of Illinois

SEND TAX BILLS TO: CHICAGO TITLE LAND TRUST **COMPANY** 10 S. LASALLE STREET, SUITE

CHICAGO, IL 60603

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#### **TERMS AND CONDITIONS**

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole on any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other configurations as it would be lawful for any person owning the same to deal with the same. whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expedi∈ncy of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in cuation to said real estate shall be conclusive evidence in favor of every person (including the Recorder of Deeds of the fioresaid county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries the eunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Chicago Title Land Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement of any amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Chicago Title Land Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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LOT 95 IN BUTTERFIELD PLACE UNIT 3 BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; BEING THE SAME PREMISES AS CONVEYED IN DEED FROM STATE BANK OF COUNTRYSIDE RECORDED 8/7/04 AS DOCUMENT NUMBER 0415946011, IN SAID COUNTY AND STATE.

31-15-316-012

423 Carrick Road Matteson, 1L 60443



REVENUE STAMP





